

[INSERT FORM HERE]

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

DELIVERY SCHEDULE

Deliver To: Customs and Border Protection
National Recruitment Division
1400 L. Street, N.W.
Washington, D.C. 20005

Instructions:

Item	Quantity	Delivery Date	Recipient	Unloading PT.
00010	1	Date of Award		
00020	1	1/4/2011		
00030	1	1/4/2012		
00040	1	1/4/2013		
00050	1	1/4/2014		

B.1 CONTRACT TYPE (OCT 2008)

This is Time and Material contract.
[End of Clause]

[END OF SECTION B]

SCHEDULE OF SUPPLIES/SERVICES

Item Number:	00010	Line Item (Priced/Information/Option): P
Supplies/Services:	Advertising and Marketing Services - AMO Period of Performance for Base Year: Date of Award - March 29, 2010	

CLIN DESCRIPTION	Est Hrs	Rate/Hr	Est Amount
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Consists of:

10A Project Director (1)	500 X	\$_____	= \$_____
10B Deputy Director (1)	400 X	\$_____	= \$_____
10C Account Supervisor (1)	950 X	\$_____	= \$_____
10D Sr. Account Executive	850 X	\$_____	= \$_____
10 E Creative Director	400 X	\$_____	= \$_____
10F Production Director	600 X	\$_____	= \$_____
10G Media Director	148 X	\$_____	= \$_____
10H Media Planner/Buyer	600 X	\$_____	= \$_____
10I Research Director	400 X	\$_____	= \$_____
10J Research Analyst	600 X	\$_____	= \$_____
10K Interactive Media	930 X	\$_____	= \$_____
10L Senior Designer	300 X	\$_____	= \$_____
10M Designer	700 X	\$_____	= \$_____
10N PR/Copywriter	300 X	\$_____	= \$_____
10O Administrative	640 X	\$_____	= \$_____
10P Other Direct Costs (ODCs)			\$_____
10Q Non-Commissioned Media & Material			\$_____
10R Travel (estimate)			\$100,000.00

(Labor calculated on the rate per hour (X) # hours per year (X) # of positions)

Qty	Unit	Unit Price	Ext. Price
1	AU	\$_____	\$_____

Item Number: 00020 Line Item (Priced/Information/Option): P
 Supplies/Services: Advertising and Marketing Services-CBPO Period of Performance for Option Year 1: 1 April 2010 -
 March 29, 2011

CLIN DESCRIPTION	Est Hrs	Rate/Hr	Est Amount
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Consists of:

20A	Project Director (1)	500	X	\$_____	=	\$_____
20B	Deputy Director (1)	400	X	\$_____	=	\$_____
20C	Account Supervisor (1)	950	X	\$_____	=	\$_____
20D	Sr. Account Executive	850	X	\$_____	=	\$_____
20 E	Creative Director	400	X	\$_____	=	\$_____
20F	Production Director	600	X	\$_____	=	\$_____
20G	Media Director	148	X	\$_____	=	\$_____
20H	Media Planner/Buyer	600	X	\$_____	=	\$_____
20I	Research Director	400	X	\$_____	=	\$_____
20J	Research Analyst	600	X	\$_____	=	\$_____
20K	Interactive Media	930	X	\$_____	=	\$_____
20L	Senior Designer	300	X	\$_____	=	\$_____
20M	Designer	700	X	\$_____	=	\$_____
20N	PR/Copywriter	300	X	\$_____	=	\$_____
20O	Administrative	640	X	\$_____	=	\$_____
20P	Other Direct Costs (ODCs)					\$_____
20Q	Non-Commissioned Media & Material					\$_____
20R	Travel (estimate)					\$100,000.00

(Labor calculated on the rate per hour (X) # hours per year (X) # of positions)

Qty	Unit	Unit Price	Ext. Price
1	AU	\$_____	\$_____

Item Number: 00030 Line Item (Priced/Information/Option): P
 Supplies/Services: Advertising and Marketing Services-other Period of Performance for Option Year 2: 1 April 2011 - March 29, 2012

CLIN	DESCRIPTION	Est Hrs	Rate/Hr	Est Amount
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Consists of:

30A	Project Director (1)	500	X	\$_____	=	\$_____
30B	Deputy Director (1)	400	X	\$_____	=	\$_____

30C	Account Supervisor (1)	950	X	\$_____	=	\$_____
30D	Sr. Account Executive	850	X	\$_____	=	\$_____
30 E	Creative Director	400	X	\$_____	=	\$_____
300F	Production Director	600	X	\$_____	=	\$_____
30G	Media Director	148	X	\$_____	=	\$_____
30H	Media Planner/Buyer	600	X	\$_____	=	\$_____
30I	Research Director	400	X	\$_____	=	\$_____
30J	Research Analyst	600	X	\$_____	=	\$_____
30K	Interactive Media	930	X	\$_____	=	\$_____
30L	Senior Designer	300	X	\$_____	=	\$_____
30M	Designer	700	X	\$_____	=	\$_____
30N	PR/Copywriter	300	X	\$_____	=	\$_____
30O	Administrative	640	X	\$_____	=	\$_____
30P	Other Direct Costs (ODCs)					\$_____
30Q	Non-Commissioned Media & Material					\$_____
30R	Travel (estimate)					\$100,000.00

(Labor calculated on the rate per hour (X) # hours per year (X) # of positions)

Qty	Unit	Unit Price	Ext. Price
1	AU	\$_____	\$_____

Item Number: 00040 Line Item (Priced/Information/Option): P
 Supplies/Services: Advertising and Marketing Services - BPA Period of Performance for Option 3: 1 April 2012 - March 29, 2013

CLIN	DESCRIPTION	Est Hrs	Rate/Hr	Est Amount
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Consists of:

40A	Project Director (1)	500	X	\$_____	=	\$_____
40B	Deputy Director (1)	400	X	\$_____	=	\$_____
40C	Account Supervisor (1)	950	X	\$_____	=	\$_____
40D	Sr. Account Executive	850	X	\$_____	=	\$_____

40 E Creative Director	400	X	\$_____	=	\$_____
40F Production Director	600	X	\$_____	=	\$_____
40G Media Director	148	X	\$_____	=	\$_____
40H Media Planner/Buyer	600	X	\$_____	=	\$_____
40I Research Director	400	X	\$_____	=	\$_____
40J Research Analyst	600	X	\$_____	=	\$_____
40K Interactive Media	930	X	\$_____	=	\$_____
40L Senior Designer	300	X	\$_____	=	\$_____
40M Designer	700	X	\$_____	=	\$_____
40N PR/Copywriter	300	X	\$_____	=	\$_____
40O Administrative	640	X	\$_____	=	\$_____
40P Other Direct Costs (ODCs)					\$_____
40Q Non-Commissioned Media & Material					\$_____
40R Travel (estimate)					\$100,000.00

(Labor calculated on the rate per hour (X) # hours per year (X) # of positions)

Qty	Unit	Unit Price	Ext. Price
1	AU	\$_____	\$_____

Item Number: 00050 Line Item (Priced/Information/Option): P
 Supplies/Services: Advertising and Marketing Services - BPA Period of Performance for Option 3: 1 April 2013 - March 29, 2014

CLIN DESCRIPTION	Est Hrs	Rate/Hr	Est Amount
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Consists of:

50A Project Director (1)	500	X	\$_____	=	\$_____
50B Deputy Director (1)	400	X	\$_____	=	\$_____
50C Account Supervisor (1)	950	X	\$_____	=	\$_____
50D Sr. Account Executive	850	X	\$_____	=	\$_____
50 E Creative Director	400	X	\$_____	=	\$_____

50F	Production Director	600	X	\$_____	=	\$_____
50G	Media Director	148	X	\$_____	=	\$_____
50H	Media Planner/Buyer	600	X	\$_____	=	\$_____
50I	Research Director	400	X	\$_____	=	\$_____
50J	Research Analyst	600	X	\$_____	=	\$_____
50K	Interactive Media	930	X	\$_____	=	\$_____
50L	Senior Designer	300	X	\$_____	=	\$_____
50M	Designer	700	X	\$_____	=	\$_____
50N	PR/Copywriter	300	X	\$_____	=	\$_____
50O	Administrative	640	X	\$_____	=	\$_____
50P	Other Direct Costs (ODCs)					\$_____
50Q	Non-Commissioned Media & Material					\$_____
50R	Travel (estimate)					\$100,000.00

(Labor calculated on the rate per hour (X) # hours per year (X) # of positions)

Qty	Unit	Unit Price	Ext. Price
1	AU	\$_____	\$_____

Total Funded Contract Value: \$_____

STATEMENT OF WORK (SOW)

Marketing and Advertising Services In support of Customs and Border Protection National Recruitment

C.1 OBJECTIVES

U.S. Customs and Border Protection (CBP), an agency of the Department of Homeland Security (DHS) is seeking qualified advertising agencies to:

Objective #1 - Assist CBP in its recruitment effort to develop, implement and maintain a national advertising plan. CBP will be filling positions which will include, but not be limited to Border Patrol Agent, CBP Officer, Import Specialist, CBP Agriculture Specialist, Intelligence Research Specialist, Pilot, administrative/ operational support positions.

Objective #2 - Build a diverse pool of motivated and highly qualified applicants able to carry out CBP's mission to prevent terrorists and terrorist weapons from entering the United States. Such applicants need to be able to meet the physical, mental and professional demands associated with these occupations.

Objective #3 - Execute ongoing research as needed for the development of National Recruitment Advertising Plan.

Objective #4 - Conduct marketing research and generate creative marketing strategies and ideas for future recruiting campaigns.

Objective #5 - Consolidate, modernize and re-design all necessary recruitment advertising and marketing services, along with specifically-targeted public information services, under a full service advertising and public information contract.

Objective #6 - Develop a Quality Assurance Plan for the National Recruitment Advertising requirement orders.

C.2 BACKGROUND

National Recruitment provides a centrally coordinated system of advance planning and recruiting in order to establish a pipeline of high-quality, suitable candidates to fill vacancies. Employment practices include the use of Web-based application systems and a centrally managed and funded nationwide recruitment network.

Public perception, trust of the government and increased interest by qualified candidates in federal law enforcement has risen in the post 9/11 era; however, competition between law enforcement entities for highly skilled law enforcement professionals has toughened since 9/11. Additionally, large volumes of applications are required to meet extraordinary hiring needs in many of our hard-to-fill law enforcement occupations (e.g. 3500 applicants per week), necessitating the support of professional marketing and advertising support services.

To assist with its recruitment mission, CBP needs all requisite recruitment advertising and marketing services to be performed by a full-service, multi-medium Contractor, who has demonstrated extensive and recent experience in federal recruiting on a national level. This Contractor will ensure that a uniform advertising and marketing program is maintained to recruit skilled, diverse candidates.

Applicants must be a U.S. citizens and able to pass a background investigation.

CBP's advertising and marketing program has continually evolved to meet the recruitment requirements of the Department of Homeland Security. With the realities of a post 9/11 environment, CBP is faced with the need to implement a more aggressive focus on hiring to meet the mission and to attract and recruit quality applicants.

CBP has been moving toward a new brand by projecting a consistent look, tone and quality in all areas pertaining to advertising and marketing. This was accomplished through strategically planning an integrated approach to media strategy by conducting research through focus groups and utilizing a variety of market studies.

C.3 BASIC SERVICES SCOPE OF WORK

1. The Contractor must be capable of providing full-service, recruitment advertising assistance to CBP from its office in the Washington, D.C. metropolitan area, specified herein to assist CBP in successfully obtaining job applicants including but not limited to CBP Officers, Import Specialist, Border Patrol Agents, CBP Agricultural Specialists,

Intelligence Research Specialist, Pilot and Administrative/Operational Support positions throughout the performance period.

2. The Contractor shall provide all necessary in-house research, labor, equipment, services, and facilities to develop an advertising campaign portraying a positive image of CBP and its mission, which will be used throughout a series of related advertisements, career Web sites, and related supporting marketing materials.
3. The Contractor must be available throughout the performance period to discuss any recruitment campaign issues or concerns with the National Recruitment Manager, Contracting Officer's Technical Representative (COTR) or other CBP authorized representatives from its office in the Washington, D.C. metropolitan area. The Contractor must ensure that the key personnel are available to the Agency's National Recruitment staff for at least 75% (3.5 to 4 days per workweek) of the contract life. The Contractor must agree to secure the agency's approval of changes in key personnel.
4. The Contractor will be required to develop and recommend strategy implementation using a variety of technical tools such as (but not limited to) pod casting, on-line communications, interactive games and tools, video, blogs, virtual applications (i.e. avatars, 3D "worlds", etc.)
5. The Contractor will be required to design, program and provide updates for the Web site to include, building out content. The Contractor will be required to develop and produce Web designing services and create and produce distinct interactive tools such as pod casting, flash video, online games, banners, and Web pages on social networking sites, blogs, virtual worlds, avatars and other online interactive media. The Contractor will develop online recruitment strategies as required and when necessary, a strategy that migrates CBP practices towards a best practice environment with the Web site as a central component. These will be accomplished by using a variety of software applications and programs and adapting web technology trends to current Web industry standards including but not limited to 508 compliance in web design and usability testing.
6. The Contractor will be required when necessary to conduct focus group studies and other research on behalf of the CBP in areas pertaining to recruitment and have the additional resources to analyze focus group results and findings and make recommendations for follow-up and strategy planning based on those findings. Focus group studies and research will also include but not be limited to demographic studies, creative testing and media trends. The Contractor shall conduct post-campaign analysis for large multi-media campaigns and as required and necessary.
7. The Contractor will be required to research and keep abreast of real-time media trends, recruitment trends and be required to research media options and recommend appropriate media outlets and sources based on those trends and on the basis of demographic data, readership numbers, diversity, etc. The Contractor should also negotiate and insert advertising packages in media such as newspapers, magazines, select Web sites, technical journals and special publications, as well as radio and television as required. This will include preparing and placing space and frequency orders with media as well as supervising the transmittal of copy, plates, mats, film, etc., to the media for publication. The Contractor will also be required to research innovative and emerging technologies and content components that will keep the Web site at the cutting edge of U.S. government Web sites. The Contractor shall also have established relationships with multiple media outlets and will be required to work directly with the publisher, publication, advertising department, etc., vice media wholesalers and/or advertising wholesalers.
8. The Contractor shall provide media strategy planning and implementation in a wide variety of media plans targeted to explicit requirements as needed. The Contractor will be required to incorporate a variety of media outlets and venues simultaneously within the planning strategies.
9. The Contractor will also be required to research innovative and emerging technologies and content components that will keep the Web site at the cutting edge of U.S. government Web sites. This shall be done on an ongoing basis as required by the CBP throughout the period of the contract.
10. The Contractor must have experience working with at least two (2) agencies within the Federal Government during the last two years developing successful recruitment campaigns.
11. The Contractor's designated Project Manager, key personnel, and support personnel shall be fully experienced in recruitment advertising for highly qualified people from all racial and ethnic origins, from all regions of the country and from diverse educational and economic backgrounds. The Contractor must be fully capable of performing all research and creative work required to produce recruitment concepts and materials at the Contractor's facility. The advertising campaign developed will incorporate information provided by CBP as well as information collected by the Contractor through their own research. All materials developed must include a current EEO statement. The Government retains full, nonexclusive, royalty-free photo rights to use and to allow use by others.

12. The Contractor must clearly understand the overall objective of the CBP recruitment campaign which is to promote a high level of career challenges and opportunities available and present CBP as an employer of choice. Aside from the standard forms of media coverage, CBP is continually looking for distinctive, creative, and interactive ways to promote CBP in a variety of multi-media venues and broadcast mediums.

C.4 DEVELOPMENT OF MULTI-MEDIA NATIONAL RECRUITMENT ADVERTISING PLANS

1. The Contractor shall develop a national recruitment advertising plan designed to achieve Hiring Goals established for each hiring initiative. The plan shall include, but is not limited to, the following:
 - A recruitment advertising marketing strategy that is responsive to the hiring needs of the CBP;
 - Advertising placement schedules for various media;
 - Estimate costs for each type of media;
 - Project demographics.
2. Any changes to the recruitment advertising plan shall be submitted to the National Recruitment Manager (NRM) for approval within 10 (ten) calendar days after issuance of the order or from date of revision.
3. If option period is exercised by the Government (CBP), a new National Recruitment Advertising Plan is required and shall be submitted on a mutually agreed upon date for approval by the NRM or COTR. The National Recruitment Advertising Plan shall be designed to obtain better results taking into consideration the successes and failures of the previous year's recruitment/advertising efforts.

C.5 EXECUTION OF RECRUITMENT ADVERTISING PLANS

The Contractor shall:

1. Develop and execute an advertising strategy in accordance with the approved National Recruitment Advertising Plan and modify advertising methods and/or scheduling based on progress in meeting contact/assessment and/or hiring goals.
2. Design multimedia advertisements that should be innovative, provide a call-to-action and be in compliance with the national CBP marketing strategies/branding.
3. Provide all material necessary for the placement of advertising (i.e. camera-ready copy).
4. The Contractor should provide and maintain an on-line Web-based, self-service portal containing an up-to-date library of current marketing materials. This should include a request feature for recruiters to customized ads and repository functionality.
5. Place advertisements in accordance with the approved National Recruitment Advertising Plan and at the request of the CBP National Recruitment Manager or COTR. On occasion, the Contractor must be able to make placement of ads for CBP within 24 hours of notification by the NRM.
6. Obtain public service advertising support as specified in the National Recruitment Advertising Plan.
7. Place the developed advertisements in numerous noncommissioned media based on research conducted as ordered by the NRM against the contract. The target audience is diverse, from all racial and ethnic origins, from all regions of the country, and from diverse educational and economic backgrounds. Advertising services are to be provided at no additional cost beyond unit pricing and the media-advertising rate, and at a lesser rate whenever possible as established in support of National Recruitment Advertising Plan.
8. Monitor advertising placements and confirm their accuracy in the media. The Contractor shall provide the NRM written confirmation of each advertisement placed. The Contractor shall maintain tear sheets and affidavits of performance for all advertising placed and provide copies to the NRM or COTR.

C.6 MAINTENANCE OF RECRUITMENT ADVERTISING PLANS

The Contractor shall:

1. Continuously monitor advertising results and costs to ensure approved expenditures are not exceeded. If CBP's contact/assessment and hiring goals are not achieved, the Contractor shall work expeditiously to revise, execute and maintain the National Recruitment Advertising Plan accordingly.
2. CBP's contact and assessment goals are subject to change throughout the recruitment and assessment period. The NRM will communicate such changes to the Contractor so that the National Recruitment Advertising Plan can be revised accordingly. All such revisions are subject to the NRM's review and approval of expenditures and content prior to placing or developing any advertisements. If an increase in hiring necessitates increased volume of advertising services, the Contractor shall respond accordingly by making adjustments for increased or revised advertising within the pre-approved funding. Examples of revisions include, but are not limited to, rearranging the order of scheduled placement of media advertising in order to meet changed hiring needs or developing advertisements to produce the required number of contacts.
3. If the Government exercises the option period, the Contractor shall revisit the existing advertising strategy and make appropriate adjustments. The adjustments will be based on input from the NRM or COTR, and the professional expertise of the Contractor within five (5) days or a date mutually agreed upon between the Contractor and NRM CBP, but not to exceed fifteen (15) days.
4. Perform a monthly analysis, during the recruitment and advertising period, of the advertising campaign to determine which advertising method provides the best response.
5. The Contractor must have a proprietary automated media tracking tool for media expenditures to ensure each are performing as expected, as approved in the National Recruitment Advertising Plan, are not under-performing. Any changes from the estimated media costs must be approved in advance by the NRM to ensure sufficient funds are available.
6. Identify advertising strengths and weaknesses to the NRM and recommend changes to improve weaknesses without exceeding the applicable contract ceiling prices.
7. The Contractor is encouraged to propose changes to the National Recruitment Advertising Plan if such changes will increase the effectiveness of the advertising or save the Government money. Proposed changes by the Contractor must be approved by the NRM prior to the Contractor implementing the changes.

C.7 APPROVALS

1. The NRM will approve all National Recruitment Advertising Plan under this contract prior to execution of any Advertising Plan (developing or placing advertisements). The NRM will provide the Contractor a notice of acceptance or rejection of the National Recruitment Advertising Plan within 5 workdays after receipt, unless otherwise mutually agreed upon between the NRM and Contractor. If the NRM rejects the National Recruitment Advertising Plan the Contractor shall act expeditiously to make necessary revisions to meet the NRM's approval.
2. The Contractor shall submit all advertisements, along with approximate cost, to the NRM for approval prior to publication or placement with media. ONLY approved advertisements will be placed. Advertisements and media costs cannot exceed the cost approved by the NRM. Any projected changes in costs must be approved in advance to ensure sufficient funds are available. Proposed advertisements should be submitted for acceptance to the NRM in sufficient time to allow for ad placement at the best available cost and meet the targeted advertising schedule outlined in the National Recruitment. The NRM will provide the Contractor notice of acceptance or rejection within 5 workdays after receipt, unless otherwise mutually agreed upon. If the NRM rejects the advertisement, the Contractor shall act expeditiously to make necessary revisions to meet the NRM's approval so that timely placement of ads are made.

C.8 REPORTS AND OTHER INFORMATION REQUIREMENTS

The following reports shall be prepared and submitted to the NRM in accordance with delivery schedule stated herein.

1. Advertising Placement Schedule for all advertising to be placed for each recruitment initiative and estimated costs associated with the initiative.

2. Monthly Analysis Report, during the recruitment and hiring period, of advertising strengths and weaknesses by reviewing advertising methods used; responses received; and cost by task and cost category (estimated or actual labor, material, ODC, etc.)
3. Annual Report summarizing the advertising placed during the recruitment and hiring period and discussion of the results. The report should address the following questions for each advertising method/avenue used.
 - What advertising was performed?
 - Where and when was the advertising placed?
 - What were the costs?
 - What was the positive and negative result?

The report should summarize the Contractor's suggestions on where the recruitment efforts and dollars should be focused the following year in order to achieve hiring goals at the lowest cost to the Government.

C.9 GOVERNMENT FURNISHED PROPERTY/INFORMATION

1. Government-owned TV advertisement videos to be updated and/or used for TV advertisements.
2. The NRM will provide CBP contact/assessment goals to the Contractor and any changes thereof.
3. The NRM will provide historical hiring and other information to the Contractor as needed to develop and maintain an effective recruitment and marketing strategy.

C.10 REPRODUCTION MATERIALS

(1) REPRODUCTION DEVICES

Various reproduction devices produced by the Contractor in the performance of this contract, such as electroplates, engravings, and photo prints, will become the property of the Government. However, the items will remain in the custody of the Contractor during the performance period. The Contractor shall submit the items to the Government within five (5) workdays before the expiration of the current performance period.

(2) CAMERA READY MATERIALS

The Contractor shall provide all material necessary for the placement of advertisements (e.g., camera-ready copy, email graphics). All camera-ready materials, such as mechanical, photographs, slides, negatives, film footage, email graphics, internegatives, trims and cuts shall be retained by the Contractor, or returned to the CBP during the performance period. All Government property will be returned to the Government upon expiration of the performance period.

C.11 ADDITIONAL SERVICES

Additional services, if required by the Government will be negotiated separately and a supplemental modification to the contract will be issued based on the negotiated terms and amount. Additional services are not limited to the items listed below:

1. The Contractor may be required to update the Government-owned TV advertisement video with current information applicable to the CBP if this service is not provided under the CBP National Advertising Contract. Information will be provided to the Contractor at time of negotiation.
2. Talent Releases - If national CBP media is not available, the Contractor may be required to provide these services and will be responsible for selecting personnel for creation and production of advertisements who are professionally qualified. The selection of professionals to appear in advertisements shall be subject to approval of the NRM. The Contractor will be required to obtain a separate talent release from individual employed in the creation or production of an advertisement to preclude the Government from paying any residuals.

3. Royalties - The Contractor may be required to secure permission to use music associated with previously developed videos. The Contractor will ensure the required agreement/contract is obtained prior to placing advertisements.

C.12 MEDIA COSTS

1. The Contractor shall obtain the best possible media price for advertising under this contract.
2. The CBP will ONLY reimburse the Contractor for actual media costs for advertisements placed in accordance with the approved National Recruitment Advertising Plan and costs approved in advance by the NRM. However, the CBP shall not be invoiced for an advertising order until the order is completed and the media provides written proof of completion. All monthly billings for reimbursement of media costs shall be submitted to the Government along with a copy of the substantiating media billing, which has been certified by the Contractor as being true and accurate.
3. COMMISSIONABLE MEDIA - In instances where advertising media services purchased by the Contractor allow a commission for the Contractor, the commission shall be credited to the CBP as a cost reduction and shall be listed as a separate item on the invoice reflecting a reduced amount.
4. CREDITS - The applicable portion of any income, rebate, allowance, or other credit relating to any allowable cost and received by or accruing to the Contractor or any assignee under this contract shall be credited to the Government as a cost reduction and shall be reflected as a separate item on the invoice reflecting a reduced amount.

C.10 DEFINITIONS

ADVERTISEMENTS (Ads) - Any message prepared for insertion in any mass communication media, regardless of the number of insertions.

HIRING GOALS - In order to fill each vacancy, we must assess a certain number of individuals to obtain a sufficient number of qualified applicants.

COMMISSIONABLE MEDIA - Consists of commercial or non-commercial enterprises (e.g. publishers, broadcast media, etc.) who charge standard rates for time, space, etc. These rates are the best discounted rates available to advertising agencies that also include compensation to the advertising agency for the business.

CONTACT/ASSESSMENT GOALS - Assessments are written examinations (either online or paper) that an applicant must pass in order to be considered for employment with CBP.

MAJOR RADIO STATION - A radio station rated as a "top ten" station in volume of listeners in the Metropolitan statistical area, as reported by the most recent Arbitron/similar rating.

MAJOR TELEVISION - A TV station broadcasting in designed metropolitan statistical area that is affiliated with ABC, CBS, NBC, FOX, cable or other major syndicated source approved in writing by the NRM.

MASS MEDIA - Any media or advertising vehicle used and intended to convey a message to the general public or a targeted segment, including but not limited to newspapers, radio, TV, trade or professional journals, or other special method approved in writing by the NRM.

MEDIA COST - Those costs paid by the Contractor to the media for placement of an advertisement, such as TV, newspaper or other types of media.

NEWSPAPER - A publication printed and distributed at stated and regular intervals to convey news, transmit trade or technical information, or advertise information of interest and importance to the public.

PUBLIC SERVICE ADVERTISING (PSA) - An advertisement in any media carried at no cost to the CBP.

PUBLICATION - The appearance of an advertisement in a newspaper, magazine, trade, or professional journal, or any other printed media, or the broadcasting of an advertisement over radio or television.

C.11 QUALITY ASSURANCE

The COTR will monitor the performance of the Contractor through discussions with the Contractor, review of required reports, and direct observation of the Contractor's performance. The COTR will assess the performance of the Contractor in accordance with the performance standards set forth in this work statement.

C.12. PLACE OF PERFORMANCE

The Contractor must be located within Metropolitan areas of Washington DC (including Virginia and Maryland) and within commuting distance of CBP National Recruitment Division at CBP and shall work primarily from their own facility.

However, meetings with CBP officials and the COTR will be at the CBP Office of Human Management at the following location:

U.S. CUSTOMS & BORDER PROTECTION
NATIONAL RECRUITMENT DIVISION
1400 L. STREET, N.W.
WASHINGTON, DC 20005

NOTE: Office locations are subject to change.

C.13 DELIVERY SCHEDULE

O.3 Deliverables

Items	Due: On or Before
National Recruitment Advertising Plan	within ten (10) calendar days from date contract ordered of issuance of order or date approved by NRM.
Advertising Placement Schedule	COTR has ten (10) days to process notification. Agreed within five (5) workdays after approval of COTR (Option Period)
Monthly Analysis Report	5th day after each month (during advertising and hiring period)
Annual Report	September 1
Resubmission of unapproved contract deliverables	Within 5 workdays of notification
Government Property	End of performance period.

(End Statement of Work)

NOTICE: No Clauses included in Section C of this Document

[END OF SECTION C]

SECTION D
PACKAGING AND MARKING

NOTICE: No Clauses included in Section D of this Document

[END OF SECTION D]

SECTION E
INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.246-6	MAY 2001	INSPECTION - TIME-AND-MATERIAL AND LABOR-HOUR

[End of By-Reference Clauses]

NOTICE: No Full Text Clauses included in Section E of this Document

[END OF SECTION E]

SECTION F**DELIVERIES OR PERFORMANCE****F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP-WORK ORDER

[End of By-Reference Clauses]

F.2 PERIOD OF PERFORMANCE (MAR 2003)

The period of performance of this contract shall be from date of award through March 29, 2014.

Base Year: March 30, 2009-March 29, 2010

Option Year 1: March 30, 2010- March 29, 2011

Option Year 2: March 30, 2011- March 29, 2012

Option Year 3: March 30, 2012- March 29, 2013

Option Year 4: March 30, 2013 - March 29, 2014

[End of Clause]

[END OF SECTION F]

SECTION G**CONTRACT ADMINISTRATION DATA****G.1 3052.242-72 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (DEC 2003)**

- (a) The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review or inspection and acceptance of supplies, services, including construction, and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.
- (b) The Contracting Officer cannot authorize the COTR or any other representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the Contracting Officer.

[End of Clause]

G.2 CONTRACTING OFFICER'S AUTHORITY (MAR 2003)

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor effects any changes at the direction of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, or to modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

[End of Clause]

G.3 SUBMISSION OF INVOICES (FEB 2008)

Copies of invoices (paper submissions) may be submitted to the following addresses OR as an alternative, to the email addresses cited below:

1. Payment Center:

DHS/U.S. Customs and Border Protection
 National Finance Center/Commercial Accounts
 P. O. Box 68908
 Indianapolis, Indiana 46268

OR as an alternative:

Email: cbpinvoices@dhs.gov

To constitute a proper invoice, the invoice shall include all the items required by Federal Acquisition Regulation (FAR) 32.905.

[End of Clause]

[END OF SECTION G]

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 3052.215-70 KEY PERSONNEL OR FACILITIES (DEC 2003)

- (a) The personnel or facilities specified below are considered essential to the work being performed under this contract and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel or facilities, as appropriate.
- (b) Before removing or replacing any of the specified individuals or facilities, the Contractor shall notify the Contracting Officer, in writing, before the change becomes effective. The Contractor shall submit sufficient information to support the proposed action and to enable the Contracting Officer to evaluate the potential impact of the change on this contract. The Contractor shall not remove or replace personnel or facilities until the Contracting Officer approves the change.

The Key Personnel or Facilities under this Contract:

Project Director (1)

Deputy Director (1)

Account Supervisor (1)

Sr. Account Executive

Creative Director

Production Director

Media Director

Media Planner/Buyer

Research Director

Research Analyst

Interactive Media

Senior Designer

Designer

PR/Copywriter

Administrative

[End of Clause]

H.2 GOVERNMENT CONSENT OF PUBLICATION/ENDORSEMENT (MAR 2003)

Under no circumstances shall the Contractor, or anyone acting on behalf of the Contractor, refer to the supplies, services, or equipment furnished pursuant to the provisions of this contract in any news release or commercial advertising without first obtaining explicit written consent to do so from the Contracting Officer.

The Contractor agrees not to refer to awards in commercial advertising in such a manner as to state or imply that the product or service provided is endorsed or preferred by the Federal Government or is considered by the Government to be superior to other products or services.

[End of Clause]

H.3 DISCLOSURE OF INFORMATION (MAR 2003)**A. General**

Any information made available to the Contractor by the Government shall be used only for the purpose of carrying out the provisions of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of the contract.

B. Technical Data Rights

The Contractor shall not use, disclose, reproduce, or otherwise divulge or transfuse to any persons any technical information or data licensed for use by the Government that bears any type of restrictive or proprietary legend except as may be necessary in the performance of the contract. Refer to the Rights in Data clause for additional information.

C. Privacy Act

In performance of this contract the Contractor assumes the responsibility for protection of the confidentiality of all Government records and/or protected data provided for performance under the contract and shall ensure that (a) all work performed by any subcontractor is subject to the disclosure restrictions set forth above and (b) all subcontract work be performed under the supervision of the Contractor or their employees.

[End of Clause]

H.4 TRAVEL COSTS (AUG 2008)

Costs for transportation, lodging, meals, and incidental expenses shall be reimbursed in accordance with Federal Acquisition Regulation (FAR) Subsection 31.205-46 and acceptable accounting procedures.

If it becomes necessary for the contractor to use the higher actual expense method repetitively or on a continuing basis in a particular area (see FAR 31.205-46(3)(iii)), the contractor must obtain advance approval from the contracting officer and comply with all requirements for justifications and documentation set forth in FAR Subsection 31.205-46 for allowability of travel costs.

As provided in FAR 31.205-46(a)(5), the Contracting Officer may consider an advance agreement (see FAR 31.109) with the contractor to avoid confusion in the treatment of costs anticipated to be incurred in unusual or special travel situations. The advance agreement shall be incorporated in the contract.

[End of Clause]

H.5 NON-PERSONAL SERVICE (MAR 2003)

1. The Government and the contractor agree and understand the services to be performed under this contract are non-personal in nature. The Contractor shall not perform any inherently Governmental functions under this contract as described in Office of Federal Procurement Policy Letter 92-1
2. The services to be performed under this contract do not require the Contractor or his employees to exercise personal judgment and discretion on behalf of the Government, but rather, the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.
3. The parties also recognize and agree that no employer-employee relationship exists or will exist between the Government and the Contractor. The Contractor and the Contractor's employees **are not** employees of the Federal Government and are not eligible for entitlement and benefits given federal employees. Contractor personnel under this contract shall not:
 - (a) Be placed in a position where there is an appearance that they are employed by the Government or are under the supervision, direction, or evaluation of any Government employee. All individual employee assignments any daily work direction shall be given by the applicable employee supervisor.
 - (b) Hold him or herself out to be a Government employee, agent or representative or state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as such and specify the name of the company of which they work.
 - (c) Be placed in a position of command, supervision, administration or control over Government personnel or personnel of other Government contractors, or become a part of the government organization. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to change the contract in any way. If the other Contractor believes this communication to be direction to change their contract, they should notify the CO for that contract and not carry out the direction until a clarification has been issued by the CO.
4. If the Contractor believes any Government action or communication has been given that would create a personal service relationship between the Government and any Contractor employee, the Contractor shall promptly notify the CO of this communication or action.
5. Rules, regulations directives and requirements which are issued by U.S. Customs & Border Protection under their responsibility for good order, administration and security are applicable to all personnel who enter U.S. Customs & Border Protection installations or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

[End of Clause]

H.6 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE (OCT 2007)

a. Contractor Performance Evaluation

Interim and final evaluations of contractor performance will be prepared on this contract in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared at the time of completion of work. In addition to the final evaluation, interim evaluations will be prepared annually to coincide with the anniversary date of the

contract. (If evaluations are to be conducted more or less frequently than annually, modify this sentence as appropriate.)

Interim and final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted thirty days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

b. Electronic access to contractor Performance Evaluations

Contractors that have Internet capability may access evaluations through a secure Web site for review and comments by completing the registration form that can be obtained at the following address: http://oamp.od.nih.gov/OD/CPS/cps_contractor.htm

The registration process requires the contractor to identify an individual that will serve as a primary contact and who will be authorized access to the evaluation for review and comment. In addition, the contractor will be required to identify an alternate contact who will be responsible for notifying the cognizant contracting official in the event the primary contact is unavailable to process the evaluation within the required 30-day time frame.

[End of Clause]

H.7 SECURITY PROCEDURES (MAY 2003)

A. Controls

The Contractor shall comply with the U.S. Customs & Border Protection (CBP) administrative, physical and technical security controls to ensure that the Government's security requirements are met.

B. Identification Badges

All Contractor employees shall be required to wear identification badges when working in Government facilities.

C. Security Background Data

A Contractor employee shall not begin working under the contract until the entire background investigation (BI) is completed with approval from CBP, Security Programs Division. Exceptions to this requirement will be handled on a case-by-case basis, and access to facilities, systems, data, etc. will be limited until the individual is cleared.

Contractor employee personnel hired to work within the United States or its territories and possessions that require access to CBP facilities, information systems, security items and products, and/or sensitive but unclassified information shall either be U.S. citizens or have lawful permanent resident status.

The following security screening requirements apply to both U. S. citizens and lawful permanent residents who are hired as Contractor personnel. All personnel employed by the Contractor or responsible to the Contractor for the performance of work hereunder shall either currently possess or be able to favorably pass a background investigation. The Contractor shall submit within ten (10) working days after award of this contract a list containing the full name, social security number, and date of birth of these people who claim to have successfully passed a background investigation by the CBP, or submit such information and documentation as may be required by the Government to have a BI performed for all personnel. The information must be correct and be reviewed by a Customs Official for completeness. Normally this shall consist of SF-85P, "Questionnaire for Public Trust Positions;" FD-258, "Fingerprint Chart;" and a Financial Statement.

Failure of any Contractor personnel to pass a BI means that the Contractor has failed to satisfy the contract's requirement to provide cleared personnel. The continuing failure to meet the requirement to provide cleared

personnel is grounds for termination of the contract, unless cleared personnel are timely provided as replacements. The Contractor must provide a qualified replacement capable of passing a BI for any person who fails to successfully pass a BI. This policy also applies to any personnel hired as replacements during the term of the contract. The Contracting Officer must approve all personnel replacements.

Estimated completion of the investigation is approximately ninety (90) to one-hundred twenty (120) days from the date the completed forms are received in the Security Programs Division.

D. Notification of Personnel Changes

The Contractor shall notify the Contracting Officer's Technical Representative and Contracting Officer via phone, FAX, or electronic transmission, no later than one work day after any personnel changes occur. Written confirmation is required for phone notification. This includes, but is not limited to, name changes, resignations, terminations, and reassignments (i.e., to another contract.)

The Contractor shall notify the OIT Information Systems Security Branch (ISSB) of any change in access requirements for its employees no later than one day after any personnel changes occur. This includes name changes, resignations, terminations, and transfers to other Contractors. The Contractor shall provide the following information to OIT ISSB at TEL: (703) 921-6116 and FAX (703) 921-6570: full name, social security number, effective date, and reason for change.

E. Separation Procedures

In accordance with Customs Directive No. 51715-006, "Separation Procedures for Contractor Employees," the Contractor is responsible for ensuring that all separating employees complete relevant portions of the Contractor Employee Separation Clearance, Customs Form 242. This requirement covers all Contractor employees who depart while a contract is still active (including resignation, termination, etc.) or upon final contract completion. Failure of a Contractor to properly comply with these requirements shall be documented and considered when completing Contractor Performance Reports.

F. General Security Responsibilities During Performance

The Contractor shall ensure that its employees follow the general procedures governing physical, environmental, and information security described in the various CBP regulations pertaining thereto, good business practices, and the specifications, directives, and manuals for conducting work to generate the products as required by this contract. Personnel will be responsible for the physical security of their area and government furnished equipment (GFE) issued to them under the provisions of the contract.

G. Non-Disclosure Agreements

When determined to be appropriate, Contractor employees may be required to execute a non-disclosure agreement as a condition to access of sensitive but unclassified information.

[End of Clause]

H.8 HOLIDAYS AND ADMINISTRATIVE LEAVE (MAR 2003)

U.S. Customs & Border Protection (CBP) personnel observe the following days as holidays:

New Year's Day	Labor Day
Martin Luther King's Birthday	Columbus Day
Presidents' Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Any other day designated by Federal statute, by Executive Order or by the President's proclamation.

When any such day falls on a Saturday, the preceding Friday is observed. When any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for an extension to the delivery schedule or period of performance or adjustment to the price, except as set forth in the contract.

Except for designated around-the-clock or emergency operations, contractor personnel will not be able to perform on site under this contract with CBP on holidays set forth above. The contractor will not charge any holiday as a direct charge to the contract. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

In the event CBP grants administrative leave to its Government employees, at the site, on-site contractor personnel shall also be dismissed if the site is being closed. However, the Contractor shall continue to provide sufficient personnel to perform around-the-clock requirements of critical efforts already in progress or scheduled and shall be guided by the instructions issued by the Contracting Officer or her/his duly appointed representative. In each instance when the site is closed to Contractor personnel as a result of inclement weather, potentially hazardous conditions, explosions, or other special circumstances; the Contractor will direct its staff as necessary to take actions such as reporting to its own site(s) or taking appropriate leave consistent with its policies. The cost of salaries and wages to the Contractor for the period of any such site closure are a reimbursable item of direct cost under the contract for employees whose regular time is normally a direct charge if they continue to perform contract work; otherwise, costs incurred because of site closure are reimbursable as indirect cost in accordance with the Contractor's established accounting policy.

[End of Clause]

H.9 ADDITIONAL CONTRACTOR PERSONNEL REQUIREMENTS (OCT 2007)

The Contractor will ensure that its employees will identify themselves as employees of their respective company while working on U.S. Customs & Border Protection (CBP) contracts. For example, contractor personnel shall introduce themselves and sign attendance logs as employees of their respective companies, not as CBP employees.

The contractor will ensure that their personnel use the following format signature on all official e-mails generated by CBP computers:

[Name]
(Contractor)
[Position or Professional Title]
[Company Name]
Supporting the XXX Division/Office...
U.S. Customs & Border Protection
[Phone]
[FAX]
[Other contact information as desired]

[End of Clause]

H.10

Trademarks. CBP reserves the right of first refusal with respect to registering any trademark incorporating any word, phrase, symbol, or design, or any combination of words, phrases, symbols, or designs that identify and distinguish CBP as the source of the goods or services.

[END OF SECTION H]

PART II - CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.202-1	JUL 2004	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	SEP 2007	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.203-13	DEC 2008	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLED-SIDED ON RECYCLED PAPER
52.209-6	SEP 2006	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.219-8	MAY 2004	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-11	FEB 1990	SPECIAL 8(a) CONTRACT CONDITIONS
52.219-12	FEB 1990	SPECIAL 8(a) SUBCONTRACT CONDITIONS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.219-18	JUN 2003	NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS
52.222-3	JUN 2003	CONVICT LABOR
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	MAR 2007	EQUAL OPPORTUNITY
52.222-35	SEP 2006	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES

52.222-37	SEP 2006	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-50	AUG 2007	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	AUG 2003	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-13	DEC 2007	PATENT RIGHTS--OWNERSHIP BY THE GOVERNMENT

I.2 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

(a) Definitions. As used in this clause--

"Computer database" or "database" means a collection of recorded information in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

"Computer software"-- (1) Means (i) Computer programs that comprise a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations; and

(ii) Recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced, created, or compiled.

(2) Does not include computer databases or computer software documentation.

"Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

"Form, fit, and function data" means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, and data identifying source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements. For computer software it means data identifying source, functional characteristics, and performance requirements but specifically excludes the source code, algorithms, processes, formulas, and flow charts of the software.

"Limited rights" means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of paragraph (g)(3) if included in this clause.

"Limited rights data" means data, other than computer software, that embody trade secrets or are commercial or financial and confidential or privileged, to the extent that such data pertain to items, components, or processes developed at private expense, including minor modifications.

"Restricted computer software" means computer software developed at private expense and that is a trade secret, is commercial or financial and confidential or privileged, or is copyrighted computer software, including minor modifications of the computer software.

"Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of paragraph (g) if included in this clause, or as otherwise may be provided in a collateral agreement incorporated in and made part of this contract, including minor modifications of such computer software.

"Technical data" means recorded information (regardless of the form or method of the recording) of a scientific or technical nature (including computer databases and computer software documentation). This term does not include computer software or financial, administrative, cost or pricing, or management data or other information

incidental to contract administration. The term includes recorded information of a scientific or technical nature that is included in computer databases (See 41 U.S.C. 403(8)).

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

- (b) Allocation of rights. (1) Except as provided in paragraph (c) of this clause, the Government shall have unlimited rights in--
- (i) Data first produced in the performance of this contract;
 - (ii) Form, fit, and function data delivered under this contract;
 - (iii) Data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and
 - (iv) All other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph (g) of this clause.
- (2) The Contractor shall have the right to--
- (i) Assert copyright in data first produced in the performance of this contract to the extent provided in paragraph (c)(1) of this clause;
 - (ii) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, unless provided otherwise in paragraph (d) of this clause;
 - (iii) Substantiate the use of, add, or correct limited rights, restricted rights, or copyright notices and to take other appropriate action, in accordance with paragraphs (e) and (f) of this clause; and
 - (iv) Protect from unauthorized disclosure and use those data that are limited rights data or restricted computer software to the extent provided in paragraph (g) of this clause.
- (c) Copyright-- (1) Data first produced in the performance of this contract. (i) Unless provided otherwise in paragraph (d) of this clause, the Contractor may, without prior approval of the Contracting Officer, assert copyright in scientific and technical articles based on or containing data first produced in the performance of this contract and published in academic, technical or professional journals, symposia proceedings, or similar works. The prior, express written permission of the Contracting Officer is required to assert copyright in all other data first produced in the performance of this contract.
- (ii) When authorized to assert copyright to the data, the Contractor shall affix the applicable copyright notices of 17 U.S.C. 401 or 402, and an acknowledgment of Government sponsorship (including contract number).
 - (iii) For data other than computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly by or on behalf of the Government. For computer software, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly (but not to distribute copies to the public) by or on behalf of the Government.
- (2) Data not first produced in the performance of this contract. The Contractor shall not, without the prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract unless the Contractor--
- (i) Identifies the data; and
 - (ii) Grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause or, if such data are restricted computer software, the Government shall acquire a copyright license as set forth in paragraph (g)(4) of this clause (if included in this

contract) or as otherwise provided in a collateral agreement incorporated in or made part of this contract.

- (3) Removal of copyright notices. The Government will not remove any authorized copyright notices placed on data pursuant to this paragraph (c), and will include such notices on all reproductions of the data.
- (d) Release, publication, and use of data. The Contractor shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the Contractor in the performance of this contract, except--
 - (1) As prohibited by Federal law or regulation (e.g., export control or national security laws or regulations);
 - (2) As expressly set forth in this contract; or
 - (3) If the Contractor receives or is given access to data necessary for the performance of this contract that contain restrictive markings, the Contractor shall treat the data in accordance with such markings unless specifically authorized otherwise in writing by the Contracting Officer.
- (e) Unauthorized marking of data. (1) Notwithstanding any other provisions of this contract concerning inspection or acceptance, if any data delivered under this contract are marked with the notices specified in paragraph (g)(3) or (g)(4) if included in this clause, and use of the notices is not authorized by this clause, or if the data bears any other restrictive or limiting markings not authorized by this contract, the Contracting Officer may at any time either return the data to the Contractor, or cancel or ignore the markings. However, pursuant to 41 U.S.C. 253d, the following procedures shall apply prior to canceling or ignoring the markings.
 - (i) The Contracting Officer will make written inquiry to the Contractor affording the Contractor 60 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;
 - (ii) If the Contractor fails to respond or fails to provide written justification to substantiate the propriety of the markings within the 60-day period (or a longer time approved in writing by the Contracting Officer for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
 - (iii) If the Contractor provides written justification to substantiate the propriety of the markings within the period set in paragraph (e)(1)(i) of this clause, the Contracting Officer will consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the Contracting Officer determines that the markings are authorized, the Contractor will be so notified in writing. If the Contracting Officer determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the Contracting Officer will furnish the Contractor a written determination, which determination will become the final agency decision regarding the appropriateness of the markings unless the Contractor files suit in a court of competent jurisdiction within 90 days of receipt of the Contracting Officer's decision. The Government will continue to abide by the markings under this paragraph (e)(1)(iii) until final resolution of the matter either by the Contracting Officer's determination becoming final (in which instance the Government will thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions), or by final disposition of the matter by court decision if suit is filed.
- (2) The time limits in the procedures set forth in paragraph (e)(1) of this clause may be modified in accordance with agency regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.
- (3) Except to the extent the Government's action occurs as the result of final disposition of the matter by a court of competent jurisdiction, the Contractor is not precluded by paragraph (e) of the clause from bringing a claim, in accordance with the Disputes clause of this contract, that may arise as the result of the Government removing or ignoring authorized markings on data delivered under this contract.
- (f) Omitted or incorrect markings. (1) Data delivered to the Government without any restrictive markings shall be deemed to have been furnished with unlimited rights. The Government is not liable for the disclosure, use, or reproduction of such data.

- (2) If the unmarked data has not been disclosed without restriction outside the Government, the Contractor may request, within 6 months (or a longer time approved by the Contracting Officer in writing for good cause shown) after delivery of the data, permission to have authorized notices placed on the data at the Contractor's expense. The Contracting Officer may agree to do so if the Contractor—
- (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability for the disclosure, use, or reproduction of any data made prior to the addition of the notice or resulting from the omission of the notice.
- (3) If data has been marked with an incorrect notice, the Contracting Officer may--
- (i) Permit correction of the notice at the Contractor's expense if the Contractor identifies the data and demonstrates that the correct notice is authorized; or
 - (ii) Correct any incorrect notices.
- (g) Protection of limited rights data and restricted computer software. (1) The Contractor may withhold from delivery qualifying limited rights data or restricted computer software that are not data identified in paragraphs (b)(1)(i), (ii), and (iii) of this clause. As a condition to this withholding, the Contractor shall--
- (i) Identify the data being withheld; and
 - (ii) Furnish form, fit, and function data instead.
- (2) Limited rights data that are formatted as a computer database for delivery to the Government shall be treated as limited rights data and not restricted computer software.
- (3) [Reserved]
- (h) Subcontracting. The Contractor shall obtain from its subcontractors all data and rights therein necessary to fulfill the Contractor's obligations to the Government under this contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer.
- (i) Relationship to patents or other rights. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

[End of Clause]

52.232-17	OCT 2008	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	OCT 2008	PROMPT PAYMENT
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER-- CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-3	SEP 2000	CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

[End of By-Reference Clauses]

I.3 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

- (1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--
 - (i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and
 - (ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.
- (2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.
- (3) Any required posters may be obtained as follows:

- (c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.
- (d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--
 - (1) Is for the acquisition of a commercial item; or
 - (2) Is performed entirely outside the United States.

[End of Clause]

I.4 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(a) Definitions. As used in this clause--

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

"Registered in the CCR database" means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record "Active". The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.
- (b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

- (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number--
- (i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
- (2) The offeror should be prepared to provide the following information:
- (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

[End of Clause]

I.5 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

- (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--
 - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--
 - (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--
 - (1) In accordance with the terms and conditions of a subcontract or invoice; and
 - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

- (C) Direct labor;
 - (D) Direct travel;
 - (E) Other direct in-house costs; and
 - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
 - (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
- (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--
- (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
- (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
- (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.
- (d) Final indirect cost rates.
- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
 - (2) (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
 - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
 - (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
 - (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.
- (6) (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
 - (A) Determine the amounts due to the Contractor under the contract; and
 - (B) Record this determination in a unilateral modification to the contract.
- (ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--
 - (1) Shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.
- (f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be--
 - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
 - (2) Adjusted for prior overpayments or underpayments.
- (h) Final payment.
 - (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
 - (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--
 - (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
 - (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--
 - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

- (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
- (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

[End of Clause]

I.6 52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)

- (a) Definition. As used in this clause--

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

- (b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Notice to Employees

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board
Division of Information
1099 14th Street, N.W.
Washington, DC 20570
1-866-667-6572
1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

- (c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.
- (d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and

declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

- (e) The requirement to post the employee notice in paragraph (b) does not apply to--
 - (1) Contractors and subcontractors that employ fewer than 15 persons;
 - (2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;
 - (3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;
 - (4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--
 - (i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and
 - (ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or
 - (5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.
- (f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--
 - (1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;
 - (2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or
 - (3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.
- (g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

[End of Clause]

I.7 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

- (a) Hourly rate.

- (1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--
 - (i) Performed by the Contractor;
 - (ii) Performed by the subcontractors; or
 - (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.
 - (2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.
 - (3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.
 - (4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.
 - (5) Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or authorized representative. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by--
 - (i) Individual daily job timekeeping records;
 - (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
 - (iii) Other substantiation approved by the Contracting Officer.
 - (6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.
 - (7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.
 - (8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.
- (b) Materials.
- (1) For the purposes of this clause--
 - (i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.
 - (ii) Materials means--
 - (A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;
 - (B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;
 - (C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

- (2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--
 - (i) Quantities being acquired; and
 - (ii) Actual cost of any modifications necessary because of contract requirements.
- (3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor--
 - (i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or
 - (ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.
- (4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.
- (5) The Contractor may include allocable indirect costs and other direct costs to the extent they are--
 - (i) Comprised only of costs that are clearly excluded from the hourly rate;
 - (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
 - (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.
- (6) To the extent able, the Contractor shall--
 - (i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and
 - (ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.
- (7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.
- (c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.
- (d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during

performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

- (e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.
- (f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.
- (g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:
 - (1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.
 - (2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.
 - (3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.
- (h) Interim payments on contracts for other than services. (1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.
 - (2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.
- (i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

[End of Clause]

I.8 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

[End of Clause]

I.9 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2008)

- (a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).
 - (ii) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
 - (iv) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212(a)).
 - (v) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (vi) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).
 - (vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I.10 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

[End of Clause]

I.11 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

[End of Clause]

I.12 3052.209-70 PROHIBITION ON CONTRACTS WITH CORPORATE EXPATRIATES (JUN 2006)

- (a) Prohibitions.

Section 835 of the Homeland Security Act, 6 U.S.C. 395, prohibits the Department of Homeland Security from entering into any contract with a foreign incorporated entity which is treated as an inverted domestic corporation as defined in this clause, or with any subsidiary of such an entity. The Secretary shall waive the prohibition with respect to any specific contract if the Secretary determines that the waiver is required in the interest of national security.

- (b) Definitions. As used in this clause:

"Expanded Affiliated Group" means an affiliated group as defined in section 1504(a) of the Internal Revenue Code of 1986 (without regard to section 1504(b) of such Code), except that section 1504 of such Code shall be applied by substituting "more than 50 percent" for "at least 80 percent" each place it appears.

"Foreign Incorporated Entity" means any entity which is, or but for subsection (b) of section 835 of the Homeland Security Act, 6 U.S.C. 395, would be, treated as a foreign corporation for purposes of the Internal Revenue Code of 1986.

"Inverted Domestic Corporation." A foreign incorporated entity shall be treated as an inverted domestic corporation if, pursuant to a plan (or a series of related transactions)--

- (1) The entity completes the direct or indirect acquisition of substantially all of the properties held directly or indirectly by a domestic corporation or substantially all of the properties constituting a trade or business of a domestic partnership;
- (2) After the acquisition at least 80 percent of the stock (by vote or value) of the entity is held--
 - (i) In the case of an acquisition with respect to a domestic corporation, by former shareholders of the domestic corporation by reason of holding stock in the domestic corporation; or
 - (ii) In the case of an acquisition with respect to a domestic partnership, by former partners of the domestic partnership by reason of holding a capital or profits interest in the domestic partnership; and
- (3) The expanded affiliated group which after the acquisition includes the entity does not have substantial business activities in the foreign country in which or under the law of which the entity is created or organized when compared to the total business activities of such expanded affiliated group.

"Person", "domestic", and "foreign" have the meanings given such terms by paragraphs (1), (4), and (5) of section 7701(a) of the Internal Revenue Code of 1986, respectively.

- (c) Special rules. The following definitions and special rules shall apply when determining whether a foreign incorporated entity should be treated as an inverted domestic corporation.

- (1) Certain stock disregarded. For the purpose of treating a foreign incorporated entity as an inverted domestic corporation these shall not be taken into account in determining ownership:

- (i) Stock held by members of the expanded affiliated group which includes the foreign incorporated entity; or
 - (ii) Stock of such entity which is sold in a public offering related to an acquisition described in section 835(b)(1) of the Homeland Security Act, 6 U.S.C. 395(b)(1).
- (2) Plan deemed in certain cases. If a foreign incorporated entity acquires directly or indirectly substantially all of the properties of a domestic corporation or partnership during the 4-year period beginning on the date which is 2 years before the ownership requirements of subsection (b)(2) are met, such actions shall be treated as pursuant to a plan.
- (3) Certain transfers disregarded. The transfer of properties or liabilities (including by contribution or distribution) shall be disregarded if such transfers are part of a plan a principal purpose of which is to avoid the purposes of this section.
- (d) Special rule for related partnerships. For purposes of applying section 835(b) of the Homeland Security Act, 6 U.S.C. 395 (b) to the acquisition of a domestic partnership, except as provided in regulations, all domestic partnerships which are under common control (within the meaning of section 482 of the Internal Revenue Code of 1986) shall be treated as a partnership.
- (e) Treatment of Certain Rights.
 - (1) Certain rights shall be treated as stocks to the extent necessary to reflect the present value of all equitable interests incident to the transaction, as follows:
 - (i) Warrants;
 - (ii) Options;
 - (iii) Contracts to acquire stock;
 - (iv) Convertible debt instruments;
 - (v) Others similar interests.
 - (2) Rights labeled as stocks shall not be treated as stocks whenever it is deemed appropriate to do so to reflect the present value of the transaction or to disregard transactions whose recognition would defeat the purpose of section 835.
- (f) Disclosure. The offeror under this solicitation represents that [Check one]:
 - ☐ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73;
 - ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it has submitted a request for waiver pursuant to 3009.104-74, which has not been denied; or
 - ☐ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to the criteria of (HSAR) 48 CFR 3009.104-70 through 3009.104-73, but it plans to submit a request for waiver pursuant to 3009.104-74.
- (g) A copy of the approved waiver, if a waiver has already been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

[End of Clause]

[END OF SECTION I]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

**J.1 THIS PROVISION IS DELETED - AUGUST 2008 CONDITIONAL ACCESS TO SENSITIVE BUT UNCLASSIFIED
INFORMATION - NON-DISCLOSURE AGREEMENT (MAR 2003)**

THERE ARE NO ATTACHMENTS IN THIS DOCUMENT

[END OF SECTION]

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K****REPRESENTATIONS, CERTIFICATIONS, AND
OTHER STATEMENTS OF OFFERORS****K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541810
 (2) The small business size standard is ____\$7.0M [insert size standard].
 (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.
 (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
☐ (i) Paragraph (c) applies.
☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

[End of Provision]

K.2 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (NOV 2007)

The Government has determined that the product(s) or service(s) being acquired by this action is not an anti-terrorism technology as that term is defined by the Support Anti-terrorism by Fostering Effective Technologies Act of 2002 (SAFETY Act), 6 U.S.C. 441-444. Proposals in which either acceptance or pricing is made contingent upon SAFETY Act designation as a qualified anti-terrorism technology or SAFETY Act certification as an approved product for homeland security of the proposed product or service will not be considered for award. See FAR Subpart 50.2.

[End of Provision]

NOTICE: No HSAR or Local Provisions included in Section K of this Document

[END OF SECTION]

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
52.214-34	APR 1991	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE
52.214-35	APR 1991	SUBMISSION OF OFFERS IN U.S. CURRENCY
52.215-16	JUN 2003	FACILITIES CAPITAL COST OF MONEY
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION
52.222-46	FEB 1993	EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES

[End of By-Reference Provisions]

L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) Alternate I (OCT 1997)**(a) Definitions.** As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

- (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.
- (2) The first page of the proposal must show--
 - (i) The solicitation number;
 - (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
 - (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
 - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
 - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
 - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
 - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
 - (3) It is the only proposal received.
- (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day

specified in the solicitation on the first work day on which normal Government processes resume.

- (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
- (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
- (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
- (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
- (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--
 - (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets **[insert numbers or other identification of sheets]**; and
 - (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.
- (f) Contract award.
 - (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
 - (2) The Government may reject any or all proposals if such action is in the Government's interest.
 - (3) The Government may waive informalities and minor irregularities in proposals received.
 - (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

[End of Provision]

L.3 52.233-2 SERVICE OF PROTEST (SEP 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Janice L. Hill
 Contracting Officer
 1300 Pennsylvania Ave. NW Suite 1310
 Washington, DC 20229
 N

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

[End of Provision]

L.4 GENERAL INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (OCT 2008)

Each offeror's proposal submitted in response to this solicitation shall be prepared in two volumes: Volume I - Business Management Information - Cost/Price Proposal and Volume II - Technical/Technical Management Proposal. Each of the parts shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The proposals shall be submitted both in hard copy and electronic media (CD-ROM or by electronic email to individual designated to receive proposals in the solicitation) using Microsoft Word 2003 (or higher versions when available) for text submissions and Excel 2003 (or higher versions when available) for spreadsheet for submissions.

Proposals must be prepared in accordance with these instructions and provide all required information in the format specified. The required format is designed to ensure submission of information essential to the understanding and comprehensive evaluation of the offeror's proposal. There is no intent to limit the contents of proposals: the instructions permit inclusion of any additional data or information on offeror deems pertinent.

Failure of a proposal to comply with these instructions may be grounds for exclusion of the proposal from further consideration.

A. Volume I - Business Management Information - Cost/Price Proposal

The Business Management Information - Cost/Price Proposal shall be submitted in an original and 3 of copies.

Section 1 - Signed Proposal

The Standard Form 33, Solicitation, Offer and Award, (SF 33) is being used for this solicitation. This form is used by the Government as a Request for Proposal and upon submission by the offeror it becomes the offeror's proposal. As such, it is an "offer" which can be unilaterally accepted by the Contracting Officer and awarded on said SF 33. The Contractor's offer and the Government's acceptance form the contract. Therefore, the following points must be strictly adhered to by the offeror in submitting the proposal:

- (a) Three (3) originally executed copies of Standard Form 33 (with Blocks 12 through 18 completed); and Section K fully executed shall be submitted.
- (b) The SF 33 must be executed by a representative of the offeror authorized to commit the offeror to contractual obligations. The authority to sign a proposal, but not an offer, subject to unilateral acceptance and award, is not sufficient authorization to sign the SF 33.
- (c) UNDER NO CIRCUMSTANCES MAKE ALTERATIONS OR CHANGES TO THE SF 33 OR THE RELATED PAGES WHICH ARE A PART OF THE ENCLOSED REQUEST FOR PROPOSAL AND PROPOSAL PACKET. Offerors are to complete those parts that require items such as prices, place of performance, etc., when such items are called for in the enclosed request for proposal. A place is provided to insert such information.

Section 2 - Exceptions

Any exceptions taken with respect to the clauses in the solicitation shall be noted. For the purpose of facilitating discussions, for every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning therefore.

Section 3 - Financial Capability

The offeror shall provide the following data for itself and for any subcontractors for which the total value of the subcontract is greater than \$550,000:

- (a) Provide a copy of annual financial statements including CPA certified balance sheet, profit/loss statement and statement of retained earnings covering each of the offeror's last three annual accounting periods, including the most recent partial period, if currently available.
- (b) Specify the financial capacity, working capital and other financial resources available to perform the contract.

- (c) Specify whether or not the organization's accounting system has been approved by a Government agency; if so, state the name and location of the cognizant audit agency, the name and telephone number of the cognizant auditor, and the types of Government contracts for which the accounting system has been approved.

Section 4 - Cost or Pricing Data [Choose one of the following.]

Offerors are not required to submit certified cost or pricing data. Full and open competition is expected which will be used to determine prices fair and reasonable. Prices will be compared on a Contract Line Item Number (CLIN) and/or total basis. However, Offerors may be requested to provide additional information in the event costs appear over-stated or under-stated.

B. Volume II - Technical Proposal

The Technical Proposal shall be submitted in an original and Three (3) of copies. This volume must not contain any reference to cost; however, resource information (such as data concerning labor hours and categories, materials, subcontracts, etc.) must be contained in the technical proposal so that the Contractor's understanding of the requirements may be evaluated.

The Technical Proposal shall be prepared in such a manner as to enable the Government reviewers to make a thorough evaluation and arrive at a sound determination of whether the proposal meets all technical requirements [or satisfies the Statement of Objectives (for performance based requirements)] of the solicitation. To this end, the Technical Proposal should be sufficiently specific, detailed, and complete as to clearly and fully demonstrate that the offeror has a thorough understanding of the requirements set forth in the solicitation. Proposals which merely offer to perform in accordance with the Government's requirements or which merely paraphrase the requirements document, or use phrases such as, "standard engineering practices will be employed," or "well established techniques will be employed," etc. may be considered non-compliant and ineligible for award. The Contractor must submit an explanation of its proposed technical approach in conjunction with the tasks to be performed in achieving the project objectives.

This volume shall consist of the sections described below.

Section 1 - Transmittal Letter

A letter that formally transmits the proposal and states in general terms how the offeror meets the solicitation requirements.

Section 2 - Executive Summary and Table of Contents

In this section, the offer will be summarized, highlighting salient features of the proposal, including a description of the offeror's approach and plans to satisfy and support requirements of this solicitation.

Section 3 - Technical Approach

The technical approach should be in as much detail as the offeror considers necessary to fully explain the proposed technical approach or method and must demonstrate a clear and concise presentation that includes, but is not limited to, the requirement of the technical proposal instructions. The Technical Proposal should reflect a clear understanding of the nature of the work being undertaken. The technical approach should discuss any perceived areas of risk and risk management. If subcontractors are to be utilized, the offeror shall submit the same information pertaining to the subcontractors.

The offeror should state all assumptions, exceptions, and deviations at the end of this section. For every instance where the offeror does not propose to comply with or agree to a requirement, the offeror shall propose an alternative and describe its reasoning therefore.

For requirements that describe a mandatory feature, the response may consist of a reference to the offeror's technical literature. Any technical literature used as a reference must be furnished as an attachment to the proposal. If the reference contains the required technical detail, it is not necessary to restate such detail in the

proposal itself. All references must clearly identify the volume, page and line number of the referenced material. For requirements that describe an optional feature or function, the offeror must provide a response on how this optional requirement is to be satisfied.

Elaborate brochures, binders and the like are neither required nor desired. Legibility, clarity and completeness are important. The submission of brochures or flyers alone without an accompanying explanation specific to this proposal is not acceptable.

The offeror's technical approach shall address the following:

Technical proposals submitted in response to this RFP must be prepared and tabbed in the format described below. Failure to do so may result in the rejection of the proposal as non-compliant.

1. Overall Approach

The contractor must demonstrate that it is capable of concept, design, develop, implement, and delivery of advertising and/or marketing to achieve desired results in accordance with the statement of objectives, for the purpose of recruiting in excess of 180,000 qualified applicants per year for law enforcement positions. The contractor must provide documentation to support professed examples of a wide variety of innovative and creative advertising and marketing that were tailored to the target audience for law enforcement positions, using market analysis and desired demographics for diversity, incorporating technology that is readily available and anticipated to be available to attract qualified applicants to law enforcement positions.

Major categories considered in the evaluation of proposals are as follows:

TECHNICAL (NON-COST) - This group of non-cost factors/subfactors has a potential total point score rating of 45.

MANAGEMENT APPROACH - This group of non-cost factors/subfactors has a potential total point score rating of 35

PAST PERFORMANCE - This group of non-cost factors/subfactors has a potential total point score rating of 20.

COST/PRICE - The cost/price proposal will be evaluated for magnitude and realism. A point score rating will not be used.

2. Relative Importance of the Evaluation Factors

Relative Importance of the Evaluation Factors

Factor 1 - Technical Approach is significantly more important than Factor 2 -Management Approach. Factor 2 -Management Approach is slightly more important than Factor 3 Past Performance - Capacity and Recency of experience. Evaluation factors 1 - Technical Approach and 2 -Management Approach combined together are significantly more important than factor 3 Past Performance - Capacity and Recency of experience. Each non-cost factor individually is more important than Cost and Price. When combined, Technical Approach, Management Approach and Past Performance - Capacity and Recency are significantly more important than Cost and Price.

3. Evaluation Factors/Criteria Description

Factor 1 - TECHNICAL APPROACH - (45 points)

The offeror shall demonstrate a clear understanding of the work to be performed. The proposal shall outline an effective, efficient, and achievable approach for accomplishing the work to be performed. Key personnel will be evaluated on their technical knowledge. In addition, key personnel will be evaluated on their education and accomplishments; understanding of the requirements in the SOW; corporate experience relevant to the SOW; management approach to the same or similar requirements in the SOW; and technical approach to the SOW. Specifically, Offerors will be evaluated on the ability of their key personnel to clearly demonstrate their understanding, knowledge, experience, technical approach, management approach, and allocation of resources to meet the requirements in the SOW.

Offerors must provide the following information to assist in the evaluation of the proposed key personnel.

- The offeror must identify key personnel assigned to this contract and specify the individual roles. (The main body of the RFP shall specify which positions that CBP will consider to be offeror key personnel.) (9 points)
- The offeror must demonstrate that each key person assigned to perform under this contract has the requisite experience in advertising and marketing to recruit for law enforcement positions. The Agency must be satisfied that the experience of the key personnel demonstrates that the key personnel are capable of working together as a cohesive unit. (9 points)
- The offeror must ensure that the key personnel are available to the Agency's National Recruitment staff for at least 75% (3.5 to 4 days per workweek) of the contract life. The offeror must agree to secure the agency's approval of changes key personnel. (9 points)
- The offeror must provide at least three references for each key person, including name, phone number and the work performed for that reference. The results of reference checks must validate the offeror's claims regarding the experience and capabilities of the key personnel. (9 points)
- The offeror must provide information on Non Key Personnel required for this contract and specify the individual roles. (9 points)

Factor 2: MANAGEMENT APPROACH - (35 points)

Offeror shall demonstrate an understanding of the project planning, risk management and the relationship between financial and resource allocation necessary to successfully execute the requirement. Offeror shall demonstrate its management approach to execute the requirements and objectives of the SOW through its employment of the necessary personnel, physical and financial resources.

Offerors will be evaluated on management approach information presented in the written technical proposals.

Contract and Cost Management:

- The offeror's Project Manager must be committed to being continually engaged in managing the project and available to meet with the agency on a weekly basis for at least the first six months of the contract; (5 points)
- As applicable, the offeror's sub-contracting plan must demonstrate effective, cohesive management of sub-offeror resources. The offeror must also articulate its invoicing procedure and elaborate on the software it will use to track specific jobs, costs, invoices, work performed, payments received and expenses paid; (5 points)
- The offeror must articulate its approach to staffing the key and other members of the project team and how it plans to conduct project planning and management, during both peak and lull periods; (5 points)
- Offerors will be evaluated on their approach to the management of subofferors and the roles and responsibilities of team members; (5 points)
- Offerors will be evaluated on their ability to resolve potential problems arising during contract performance; (5 points)
- The successful proposal shall demonstrate clear planning, project management and controls, change management, and product quality controls. This shall include formal certification or clearly demonstrating the adoption of strong methods and project controls that can deliver on time, on budget, and to the required quality; and (5 points)

- Offerors shall demonstrate expertise in working with partners, sub-offerors, or its capability to do the whole project in-house. (5 points)

Factor 3: PAST PERFORMANCE -CAPACITY AND RECENCY OF EXPERIENCE - (20 points)

The offeror has the demonstrated capacity to design and deliver marketing and advertising campaigns that will yield a minimum of 180,000 qualified law enforcement recruits per year over a five-year period. In light of the changes in homeland security and the competitive nature of hiring for law enforcement positions, the market for viable candidates has changed significantly. Recent, large scale, success in recruiting law enforcement personnel is a critical factor in demonstrating the offeror's ability to adapt to the changing post 9-11 labor market. Thus, the offeror's experience in large-scale recruitment of law enforcement personnel must be during the preceding three (3) to five (5) years.

The offeror must provide the following information to assist in the evaluation of the past performance:

- Evidence of Government and non-Government advertising contracts (for the same or substantially similar National Recruitment Advertising Services) references including contract number, type, and dollar value; place of performance; dates of services provided, whether performance is on-going or complete; extent of subcontracting; (5 points)
- The names, phone numbers, and e-mail addresses of at least two points of contact (POCs - program manager, COTR, or contracting officer) of each contract and organization for which they performed advertising, and the results of those reference checks must support the offeror's claims. The Agency will evaluate only the past performance of offerors that will actually perform the work and the past performance information must be relevant to the pending contract; (5 points)
- Evidence of cost control procedures on current or past performance; (5 points)
- The contract number, type and severity of any quality, delivery or price problems in performing the contract, the corrective action taken, and the effectiveness of the corrective action. (5 points)

The Government reserves the right to contact the points of contact identified in the offeror's quote for the purpose of verifying the offeror's record of past performance

6. Transition Plan

Describe the strategy and approach to full implementation and assumption of full operational responsibility for all requirements contained in the solicitation requirements. This assessment will include an evaluation of the sufficiency of the offeror's mobilization, training, and orientation of the work force. In addition, the plan must address how the contractor will transfer the functions to a new contractor, or upon termination, transfer the functions back to the Government.

7. Oral Proposal Information

As described in ORAL PROPOSAL/PRESENTATIONS GUIDELINES AND SUBMISSION RULES, the offeror shall submit a copy of its proposed materials for the presentation in this section. [Ensure that when Oral Proposals are used that how they will be evaluated is included as an evaluation factor in Part B, Section 3 above.]

Section 4 - Offeror's Addendum

This section is provided for submission of any additional information not included elsewhere but considered to be pertinent to the proposal.

[End of Provision]

L.5 AGENCY LEVEL PROTEST NOTICE (APR 2003)

Offerors are notified that per FAR 33.103(d)(4), an independent review of the grounds for a protest is available at a level above the contracting officer as an alternative to the protest to the agency contracting officer, not as an additional appeal after the protest to the agency contracting officer has been resolved. A choice to protest to the agency contracting officer therefore relieves the U.S. Customs & Border Protection of any further internal review or appeal after the contracting officer's decision.

[End of Provision]

[END OF SECTION L]

SECTION M

EVALUATION FACTORS FOR AWARD

NOTICE: No FAR By-Reference Provisions included in Section M of this Document

NOTICE: No FAR Full Text Provisions included in Section M of this Document

M.1 EVALUATION CRITERIA (JUN 2007)

1. Overall Approach

The contractor must demonstrate that it is capable of concept, design, develop, implement, and delivery of advertising and/or marketing to achieve desired results in accordance with the statement of objectives, for the purpose of recruiting in excess of 180,000 qualified applicants per year for law enforcement positions. The contractor must provide documentation to support professed examples of a wide variety of innovative and creative advertising and marketing that were tailored to the target audience for law enforcement positions, using market analysis and desired demographics for diversity, incorporating technology that is readily available and anticipated to be available to attract qualified applicants to law enforcement positions.

2. . Major categories considered in the evaluation of poposals are as follows:

TECHNICAL (NON-COST)

This group of non-cost factors/subfactors has a potential total point score rating of 45

.MANAGEMENT APPROACH

This group of non-cost factors/subfactors has a potential total point score rating of 35

PAST PERFORMANCE

This group of non-cost factors/subfactors has a potential total point score rating of 20.

COST/PRICE

The cost/price proposal will be evaluated for magnitude and realism. A point score rating will not be used.

2. Relative Importance of the Evaluation Factors

Factor 1 - Technical Approach is significantly more important than Factor 2 -Management Approach. Factor 2 -Management Approach is slightly more important than Factor 3 Past Performance - Capacity and Recency of experience Evaluation factors 1 - Technical Approach and 2 -Management Approach combined together are significantly more important than factor 3 Past Performance - Capacity and Recency of experience. Each non-cost factor individually is more important than Cost and Price. When combined, Technical Approach, Management Approach and Past Performance - Capacity and Recency are significantly more important than Cost and Price.

3. An evaluation team has been established by the U.S. Customs and Border Protection to rate the technical proposals (i.e., those major categories). Each member of the team will evaluate each proposal in accordance with the technical evaluation factors/subfactors stated below to determine if the proposal is acceptable. Full and impartial consideration will be given to all offers received pursuant to this solicitation, and the evaluation will be conducted in an equal manner.

Evaluation of the "Technical" portion of the proposal will be based on the following factors:

Factor 1 - TECHNICAL APPROACH - (45 points)

The offeror shall demonstrate a clear understanding of the work to be performed. The proposal shall outline an effective, efficient, and achievable approach for accomplishing the work to be performed. Key personnel will be evaluated on their technical knowledge. In addition, key personnel will be evaluated on their education and accomplishments; understanding of the requirements in the SOW; corporate experience relevant to the SOW; management approach to the same or similar requirements in the SOW; and technical approach to the SOW. Specifically, Offerors will be evaluated on the ability of their key personnel to clearly demonstrate their understanding, knowledge, experience, technical approach, management approach, and allocation of resources to meet the requirements in the SOW.

Offerors must provide the following information to assist in the evaluation of the proposed key personnel.

- The offeror must identify key personnel assigned to this contract and specify the individual roles. (The main body of the RFP shall specify which positions that CBP will consider to be offeror key personnel.) (9 points)
- The offeror must demonstrate that each key person assigned to perform under this contract has the requisite experience in advertising and marketing to recruit for law enforcement positions. The Agency must be satisfied that the experience of the key personnel demonstrates that the key personnel are capable of working together as a cohesive unit. (9 points)
- The offeror must ensure that the key personnel are available to the Agency's National Recruitment staff for at least 75% (3.5 to 4 days per workweek) of the contract life. The offeror must agree to secure the agency's approval of changes key personnel. (9 points)
- The offeror must provide at least three references for each key person, including name, phone number and the work performed for that reference. The results of reference checks must validate the offeror's claims regarding the experience and capabilities of the key personnel. (9 points)
- The offeror must provide information on Non Key Personnel required for this contract and specify the individual roles. (9 points)

Factor 2: MANAGEMENT APPROACH - (35 points)

Offeror shall demonstrate an understanding of the project planning, risk management and the relationship between financial and resource allocation necessary to successfully execute the requirement. Offeror shall demonstrate its management approach to execute the requirements and objectives of the SOW through its employment of the necessary personnel, physical and financial resources.

Offerors will be evaluated on management approach information presented in the written technical proposals.

Contract and Cost Management:

- The offeror's Project Manager must be committed to being continually engaged in managing the project and available to meet with the agency on a weekly basis for at least the first six months of the contract; (5 points)
- As applicable, the offeror's sub-contracting plan must demonstrate effective, cohesive management of sub-offeror resources. The offeror must also articulate its invoicing procedure and elaborate on the software it will use to track specific jobs, costs, invoices, work performed,

payments received and expenses paid; (5 points)

- The offeror must articulate its approach to staffing the key and other members of the project team and how it plans to conduct project planning and management, during both peak and lull periods; (5 points)
- Offerors will be evaluated on their approach to the management of subofferors and the roles and responsibilities of team members; (5 points)
- Offerors will be evaluated on their ability to resolve potential problems arising during contract performance; (5 points)
- The successful proposal shall demonstrate clear planning, project management and controls, change management, and product quality controls. This shall include formal certification or clearly demonstrating the adoption of strong methods and project controls that can deliver on time, on budget, and to the required quality; and (5 points)
- Offerors shall demonstrate expertise in working with partners, sub-offerors, or its capability to do the whole project in-house. (5 points)

Factor 3: PAST PERFORMANCE -CAPACITY AND REGENCY OF EXPERIENCE - (20 points)

The offeror has the demonstrated capacity to design and deliver marketing and advertising campaigns that will yield a minimum of 180,000 qualified law enforcement recruits per year over a five-year period. In light of the changes in homeland security and the competitive nature of hiring for law enforcement positions, the market for viable candidates has changed significantly. Recent, large scale, success in recruiting law enforcement personnel is a critical factor in demonstrating the offeror's ability to adapt to the changing post 9-11 labor market. Thus, the offeror's experience in large-scale recruitment of law enforcement personnel must be during the preceding three (3) to five (5) years.

The offeror must provide the following information to assist in the evaluation of the past performance:

- Evidence of Government and non-Government advertising contracts (for the same or substantially similar National Recruitment Advertising Services) references including contract number, type, and dollar value; place of performance; dates of services provided, whether performance is on-going or complete; extent of subcontracting; (5 points)
- The names, phone numbers, and e-mail addresses of at least two points of contact (POCs - program manager, COTR, or contracting officer) of each contract and organization for which they performed advertising, and the results of those reference checks must support the offeror's claims. The Agency will evaluate only the past performance of offerors that will actually perform the work and the past performance information must be relevant to the pending contract; (5 points)
- Evidence of cost control procedures on current or past performance; (5 points)
- The contract number, type and severity of any quality, delivery or price problems in performing the contract, the corrective action taken, and the effectiveness of the corrective action. (5 points)
- The Government reserves the right to contact the points of contact identified in the offeror's quote for the purpose of verifying the offeror's record of past performance. (5 points)

A separate evaluation team has been established to evaluate the cost or price proposal. The evaluation will be conducted as detailed in the provision entitled "COST OR PRICE EVALUATION" contained in this solicitation.

Also see provisions entitled "RELATIVE IMPORTANCE OF EVALUATION FACTORS" and "BASIS OF AWARD (TRADE-OFF ANALYSIS)" contained in this solicitation.

[End of Provision]

M.2 COST OR PRICE EVALUATION (MAR 2003)

Separately and apart from the technical evaluation, the Government will conduct a cost and/or price evaluation of the offeror's cost/price proposal. A price analysis will be conducted to determine if proposed prices accurately and adequately reflect the work to be performed. A cost analysis may be conducted to determine cost reasonableness and/or cost realism.

A cost realism evaluation will be performed for all cost reimbursement contract awards. (See FAR 15.305). Cost realism will be a significant factor in the award decision. In evaluation of an offeror's proposed cost, the Government's concern is to determine what the Government should realistically pay for the effort, the prospective contractor's understanding of the proposed contract objective, and the offeror's ability to organize and perform the proposed contract. The primary consideration will be which offeror can perform the contract in the manner most advantageous to the Government as determined by evaluation of the proposal in accordance with the established evaluation criteria.

As part of proposal evaluation, and in order to minimize potential or built-in cost growth, the Government intends to evaluate the realism of the offeror's proposed costs in terms of its proposed approach to determine the probable cost of performance. To assist the Government in evaluating this area, offerors are requested to furnish a brief but comprehensive statement concerning the estimating procedures used in preparing the offer and to specifically include a description of the offeror's established estimating procedures.

The realistic cost may differ from the proposed cost and should reflect the Government's best estimate of the cost of any contract that is most likely to result from the offeror's proposal. The realistic cost shall be used for purposes of evaluation to determine the best value. The realistic cost is determined by adjusting each offeror's proposed cost, and fee when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis (See FAR 15.404-1(d)).

[End of Provision]

M.3 BASIS OF AWARD (TRADE-OFF ANALYSIS) (JUN 2007)

Award shall be made to the offeror(s) whose proposal(s) are determined to best meet the needs of Government after consideration of all factors-- i.e., provides the "best value". "Best value" is defined here as the procurement process that results in the most advantageous acquisition decision for the Government and is performed through an integrated assessment and trade-off analysis among cost or price and non-cost or non-price factors.

The basis for the award of a contract as a result of this Request for Proposal (RFP) will be a detailed, integrated evaluation by the Government on the basis of how well the proposals satisfy the evaluation criteria contained in the provision entitled "Evaluation Criteria" in this solicitation. Accordingly, the Government may award any resulting contract to other than the lowest priced offeror(s) or other than the offeror(s) with the highest technical merit rating.

The Contracting Officer or Source Selection Authority has the right to determine whether two or more technical proposals are "substantially equal" or whether any differences in technical weighing are "significant" for purposes of evaluating the overall merit of proposals. Between proposals of substantially equal technical merit, cost/price will become a more significant factor. Between competing proposals, the Government is not willing to pay significantly more for a minor technical difference, nor is the Government willing to forego a significant technical difference in exchange for a small cost/price differential.

See the provision entitled "Relative Importance of Evaluation Factors" contained in this solicitation.

[End of Provision]

[END OF SECTION M]